

*Unmended*

# COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWNSHIP OF LONG HILL

&

F.O.P. LODGE #159

SERGEANTS

An Affiliate

Of The

FRATERNAL ORDER OF POLICE



NEW JERSEY LABOR COUNCIL, Inc.

January 1, 2004 to December 31, 2006

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## **PREAMBLE**

**THIS AGREEMENT** is made the \_\_\_\_ day of \_\_\_\_\_, 2003 by and between the **TOWNSHIP OF LONG HILL**, in the county of Morris, a municipal corporation of the State of New Jersey, hereinafter called "Township" or "Employer", and the **FRATERNAL ORDER OF POLICE LODGE 159 – LONG HILL TOWNSHIP POLICE SERGEANTS, an Affiliate of THE FRATERNAL ORDER OF POLICE – NEW JERSEY LABOR COUNCIL, INC.**" (hereinafter referred to as "Sergeants", "FOP" or "FOP-LC").

## **STATEMENT OF JOINT PURPOSE**

It is in the interest and purpose of the parties hereto to promote and improve the labor relations of the Long Hill Township Police Department. Providing Sergeants the right to negotiate with respect to the conditions of their employment benefits the well being of Sergeants and the efficient administration of the Long Hill Township Police Department. Effective labor-management relations within the Long Hill Township Police Department depend upon a clear statement of the contractual rights of Sergeants.

**THEREFORE**, the parties hereto agree as follows: In consideration of the promises, covenants, undertakings, terms and conditions herein contained, it is hereby mutually agreed by and between the parties hereto as follows:

## **ARTICLE I                      RECOGNITION**

The Township recognizes the Fraternal Order of Police Lodge 159, Long Hill Township Police Sergeants, an Affiliate of the Fraternal Order of Police – New Jersey Labor Council, Inc., which has been duly certified by the New Jersey Public Employment Relations Committee ("PERC") as the exclusive representative of all Long Hill Township Police sergeants for purposes of collective negotiations with the Township. The bargaining unit only represents officers holding the rank of Sergeant and precludes Patrolman and all other officers and employees holding ranks and or positions other than that of Sergeant.

## **ARTICLE II**

## **MAINTENANCE of STANDARDS**

### **EMPLOYEE and MANAGEMENT RIGHTS**

#### **Section 1**

The rights of both Township and the FOP shall be respected, and the provisions of this Agreement for the orderly settlement of all questions regarding such rights, shall be observed.

#### **Section 2.**

The Township agrees that all lawful benefits and terms and conditions of employment existing at the commencement of this Agreement shall be continued in effect in accordance with New Jersey Law.

#### **Section 3.**

Sergeants shall retain all civil rights under the New Jersey State and Federal Law. No Sergeant, however, shall be disciplined or discharged without just cause. Any such disciplinary or discharge proceedings, or any complaint shall be processed in accordance with the law. Any Sergeant shall have the right to counsel at any such hearing.

#### **Section 4. Non-Discrimination**

The Township agrees that there shall be no discrimination or favoritism for reasons of sex, age, race, nationality, religion, and political affiliation. The Employer and the FOP agree not to interfere with the right of Sergeants to become or not become members of the Union and further agree that there shall be no discrimination or coercion against any Sergeant(s) because of Union membership or non-membership.

#### **Section 5. Management Rights**

It is the right of the Employer to determine the standards of service offered by it's agencies; to determine the standards of selection for employment; to direct its Sergeants, to schedule work, to take disciplinary action; to relieve its Sergeants from duty because of lack of work or for any other legitimate reasons; to maintain the efficiency of its operation; to determine the methods, means and personnel by which its operations are to be conducted; to determine the content of job classifications; to take all necessary actions to carry out its missions in emergencies; and to exercise complete control and discretion over its organization and the technology of performing work.

## **ARTICLE III            UNION SECURITY – DUES & AGENCY SHOP CHECK-OFF**

### **Section 1.        Dues Check-off**

The Township agrees to deduct initiation fees and/or dues of the F.O.P. in accordance with N.J.S.A. 34:13A-5.5 and 5.6,

### **Section 2.        Agency Shop**

All Sergeants of the police department who do not join the bargaining unit representative shall, as a condition of continued employment with the municipality as a police officer, pay to the Sergeant representative each month a service charge as a contribution toward the administration of the collective bargaining agreement between the parties, which shall be equal to the regularly monthly dues and assessments of the sergeants, which are required of all unit members.

The FOP shall indemnify and save the municipality harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of action taken or not taken by the municipality for the purpose of complying with any of the provisions of this agency shop clause. The Employer is required to deduct the current dues and assessment from compensation received by members of the police department. The FOP shall establish and maintain a demand and return system in accordance with state law under which terms the township shall be indemnified and held harmless from any and all such claims as set forth above.

### **Section 3.        Payment**

Dues, assessments and service fees shall be deducted equally from each regular paycheck in a calendar year and forwarded to the treasurer of the bargaining unit representative each month.

## **ARTICLE IV            LEAVE FOR UNION BUSINESS**

### **Section 1.**

All members of the negotiating team and necessary witnesses shall be relieved from duty, without loss of pay, to attend any arbitration, negotiations or preparation thereof as is reasonably necessary and approved by the Chief or his designee.

### **Section 2.**

The FOP president or his designee shall have reasonable time off with the approval of the Chief, to attend grievance hearings with representatives of the employer, or other labor related hearings for matters administered by the NJ PERC.

### **Section 3.**

In accordance with the provisions of N.J.S.A. 40A: 14-177, the Township shall grant a leave of absence with pay to members of the F.O.P. who are duly authorized representatives of the Fraternal Order of Police to attend state or national conventions of such organization, in accordance with the parameters set forth herein below. The leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for time to travel to and from the convention. The parties hereto agree that one F.O.P. representative shall be entitled to attend six monthly state meeting, if the F.O.P. has given the Police Chief seven (7) days notice of such a meeting. *Two (2)* representatives of the F.O.P. shall be entitled to attend one (1) annual and one (1) annual "mini" convention if the F.O.P. has given the Police Chief notice of such convention *prior to February 1<sup>st</sup>* of that calendar year. An F.O.P. representative shall be allowed to attend the six state level meetings a year provided that they are on days that the Sergeant is scheduled to be on duty. If the Sergeant is off duty, he/she shall not be compensated for time in attendance at any state level meeting.

### **Section 4.**

One on duty Sergeant shall be allowed to attend local FOP lodge meetings when on duty as long as they remain available for calls.

## **ARTICLE V                      GRIEVANCE PROCEDURE**

### **Section 1.     Purpose**

It is the intent of the parties to this Agreement that the purpose of this procedure is to secure, at the lowest possible level, an equitable and peaceful solution to questions that may arise affecting the terms and conditions of employment for any disputes defined herein.

### **Section 2.     Procedure**

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety. Any of the time limits contained in this article may be extended by mutual written agreement.

### **Section 3.     Definition**

A grievance is defined as any question or dispute between the Township and the FOP arising over the interpretation, application, or alleged violation of the terms of this Agreement.

#### **Section 4.**

An individual, a group of individuals, or the FOP on behalf of its members may file a grievance. The FOP shall immediately receive notice of any grievance filed and must have an opportunity to appear with the grievant(s) at all steps of the grievance procedure. The FOP reserves the right to move any grievance to arbitration. Nothing herein shall be construed as limiting the right of any Sergeant having a grievance, to discuss the matter informally with any appropriate member of the Department.

##### **STEP 1.**

Any grievance must be presented, in writing, to the Chief of Police. It must be presented within ten (10) business days of the event(s) (or within 10 days of the date that knowledge giving rise should have been reasonably known), upon which the claim is based, or else such grievance is deemed waived.

The FOP representative, the aggrieved party(ies) and the Chief shall meet within ten (10) business days of filing and attempt to amicably settle the matter. The Chief shall issue a written response within ten (10) business days of the conclusion of the hearing. The Chief's written decision shall include findings of fact, conclusions and recommendations.

If the aggrieved party(ies) and the FOP do not concur with the Chief's decision, he (they) may, within ten (10) business days of receipt of the Chief's written decision, request a meeting with the Business Administrator. A copy of the grievance and the Chief's decision shall accompany the request for the Administrator's meeting.

##### **STEP 2.**

The Administrator shall conduct a meeting no later than ten (10) business days from the receipt of the meeting request. Prior written notification for the meeting shall be given to all interested parties. Present for the meeting shall be the Chief, the FOP representative and affected persons. The Administrator shall make all reasonable attempts to reach a settlement satisfactory to all parties.

If the Administrator is not able to obtain an amicable settlement, he/she shall within ten (10) business days, render a written decision resolving the dispute and serve this decision upon the respective parties.

If the aggrieved party(ies) and the FOP do not concur with the Administrator's decision, they may, within ten (10) business days of receipt of the Administrator's written decision, request a meeting with the Township Committee.

**Step 3.**

The Township Committee shall consider the grievance and meet no later than thirty (30) business days from the receipt of the meeting request. Prior written notification for the meeting shall be given to all interested parties. Present for the meeting shall be the Chief, the Administrator, and the FOP representative and affected persons. The Township Committee shall within ten (10) business days, render a written decision resolving the dispute and serve this decision upon the respective parties.

**STEP 4.        ARBITRATION**

If the FOP disagrees with, or object to the decision of the Township Committee, it may, within thirty (30) working days of receipt of the Committee's written decision, file for binding arbitration. The arbitration proceeding shall be conducted by the New Jersey Public Employment Relations Commission (PERC) and in accordance with its rules and regulations. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

The decision of the arbitrator shall be final and binding upon both parties. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him. The laws of the State of New Jersey and the United States and decisions of the Courts of the State of New Jersey and the United States, shall further bind the arbitrator where applicable.

The arbitrator shall not add to, modify, detract from or alter in any way, the provisions of this Agreement. In rendering his written decision, the arbitrator shall indicate his findings of fact and reason for his decision.

**Section 5.       Settlement**

If an amicable settlement of the dispute is reached upon mutual agreement of the parties in any of the above steps said agreement shall be reduced to writing and signed by the respective parties.

**Section 6.       Waiver & Appeal**

If the employer fails to respond in a timely manner in any step of the grievance procedure, the grievance shall be considered denied and shall proceed to the next step in accordance with the procedures defined herein.

If a grievance is not appealed to the next step within the specific time limits or any agreed extension thereof, it shall be considered settled on the basis of the answer of the highest step completed.



## **Section 7. Grievance Meetings**

All grievance meetings that reach the Township Committee level shall be heard in private in accordance with the Open Public Meetings Act, N.J.S.A. 10:4-1 et seq., unless waived in writing by all affected parties.

## **ARTICLE VI DISCIPLINE**

### **Section 1. Disciplinary Action**

All disciplinary actions shall be in accordance with the 40A:14-147, et seq.

## **ARTICLE VII LEGAL DEFENSE**

### **Section 1.**

If a Sergeant is a defendant in any action or legal proceeding arising out of, and directly related to, the lawful exercise of police powers in the performance of official duties, the Employer will provide the Sergeant with necessary means for the defense of such action or proceeding.

### **Section 2.**

If the action is criminal or quasi criminal in nature (i.e. municipal court), the Employer will reimburse the Sergeant a reasonable amount for the services of the attorney selected to represent him/her provided that the Employer's payment for such legal fees be limited to rates and limits established by the Township's insurance carrier. Payment for these legal fees is conditioned upon the Sergeant being found not guilty. The township reserves the right to assign an attorney in connection with municipal court actions but another may be selected upon mutual agreement with the Sergeant.

### **Section 3.**

Should the Township's insurance carrier notify the Sergeant that their defense is subject to a reservation of rights or in other cases where potential liability to the Sergeant exists, the Employer will permit the Sergeant to retain a personal attorney entirely at his/her expense in addition to the townships attorney to monitor the case on his/her behalf. Said monitoring functions shall be coordinated with the Township's attorney. At all times and in all respects to such cases the township shall not be responsible for any fees or costs incurred if the sergeant chooses to retain personal counsel.

#### **Section 4.**

The obligation to provide a defense shall not apply in a disciplinary proceeding instituted against an Sergeant by the Township or in a criminal proceeding instituted as a result of a complaint on behalf of the Township. Reimbursement for the expense of such defense, if any, shall be in accordance with New Jersey law.

#### **Section 5.**

The Township shall indemnify where legal to do so and hold the Sergeant harmless from all liability for all acts committed in the performance of duty when such acts are not willful, malicious, or the result of drunkenness voluntarily induced by the Sergeant.

### **ARTICLE VIII                    SALARIES**

#### **Section 1.**

Salaries shall set at the below level beginning January 1<sup>st</sup> of the calendar year in question:

	<b><u>2004</u></b>	<b><u>2005</u></b>	<b><u>2006</u></b>
Sergeant I	\$84,081.00	\$87,318.00	\$90,767.00
Sergeant II	\$80,471.00	\$83,569.00	\$86,870.00
Sergeant III	\$77,664.00	\$80,654.00	\$83,839.00

No sergeant shall receive any "Longevity increment."

#### **Section 2.**

In the event that a sergeant performs the duties as a detective, said detective shall receive additional compensation of 80 cents per hour for all the time that they are on call. Both parties recognize and agree that the assignments by the Chief to and from the detective bureau are a management prerogative and are thus not negotiable, grievable, or arbitrable.

#### **Section 3.**

If, at the direction of the Chief, a sergeant is provided a paging device, and he/she is not assigned to the Investigative Section, said sergeant shall be additionally compensated at a rate of (80) eighty cents per hour with the total compensation not to exceed \$1,500.00 annually.

## **ARTICLE IX**

## **IN-GRADE PROMOTIONS**

A sergeant shall serve 12 months at Grade III inclusive of the six months of "acting sergeant" service time before being eligible to be advanced to Grade II. A sergeant shall serve 18 months at Grade II before being eligible for advancement to Grade I. In considering whether to advance the sergeant to the next grade the Chief shall include evaluation of the Sergeant's general conduct, obedience of established rules and regulations for the government of the police department. The township shall notify the F.O.P. if there is any change in the promotional procedure.

## **ARTICLE X**

## **OVERTIME COMPENSATION**

### **Section 1.**

Sergeant shall be compensated for overtime in accordance with the provisions of Article XIII. The compensatory time may be accumulated up to 480 hours during any one calendar year. One hundred and twenty (120) hours of compensatory time may be carried forward into the next calendar year. At the end of each calendar year, each Sergeant covered by this agreement will be compensated for any accumulated compensatory time, which is not carried forward into the next calendar year in accordance with the provisions of this Article.

### **Section 2.**

Sergeants shall be compensated at the regular over-time rate (time and one-half) for duties performed in excess of their regularly scheduled hours under the 8, 10, 12 hour schedule. A Sergeant shall have the option to receive, compensatory time off at the same "time and one-half" rate, in lieu of cash.

### **Section 3.**

The following absences shall not be subtracted from the base period in determining the number of hours worked after which an officer is compensated at the overtime rate:

Compensatory time	Sick leaves	Personal time
Vacation time	Holidays	

### **Section 4.**

Where this article conflicts with the provisions of the Federal Fair Labor Standards Act, the provisions of that Act shall prevail, unless the provisions hereof are more favorable to the employee.

## **ARTICLE XI**                  **CALL OUT TIME**

A Sergeant when called out on an emergency basis (non-scheduled event) shall be paid a minimum of four (4) hours call out time regardless of time spent on the reason for the call out. The Sergeant may be released prior to actually spending a total of four hours of call-out time at the discretion of the Chief of Police or his designee.

## **ARTICLE XII**                  **PAY PERIOD**

The existing payroll procedure shall be continued during the term of this agreement.

## **ARTICLE XIII**                  **WORK PERIOD AND SCHEDULE**

### **Section 1.**

The schedule for Patrol Sergeants shall be a 3 on, 3 off (3/3) 12 hour schedule with no compensatory time earned except that the Sergeant shall select ten (10) regular days off by March 1<sup>st</sup> of that calendar year to be approved by the Chief Of Police. These days are to be used Monday through Friday during Shift I. The "3/3 12" schedule consists of a 12 continuous hours of work in a 24-hour period, for three consecutive workdays followed by three consecutive days off. This schedule rotates after each shift worked. The Chief of Police may modify the method and frequency of the rotation when necessary to schedule training and whenever a sergeant's rotation is changed from time to time. Whenever possible, academy training will be scheduled during the Sergeant's regularly scheduled shift and any day off on which the sergeant attends academy training will be compensated "one-to-one" compensatory time. The number of compensatory hours earned by a Sergeant for academy training in a specific 12 day cycle must then in turn be given off within the 12 day cycle or the hours will be converted to overtime. Working more than 12 hours in a 24 hour time period will be considered overtime and compensated in accordance with Article X.

### **Section 2.**

The Chief of Police shall determine staffing levels (the number of sergeants for each of the two shifts) that are necessary for the "3/3 12" schedule. In addition, the Chief shall maintain right to alter staffing levels, and assignments, from time to time, as he deems appropriate and necessary to insure the efficient operation of the department. Staffing levels for Sergeants must be maintained or the Chief has the managerial right to suspend the "3/3 12" schedule and replace it with the following "eight-hour day" schedule if the appropriate stated staffing levels are not able to be maintained.

### **Section 3.**

The "eight-hour day" schedule for all Sergeants assigned to the patrol section shall be 171 hours worked within a 28-day cycle. Any hours worked in excess of eight hours in any one day shall be compensated at the Sergeants' overtime rate in accordance with Article X, or at his/her discretion receive compensatory time at the rate of time-and-one half for all time worked. The "eight-hour day" schedule is based on a maximum of 5 consecutive workdays followed by at least one day off. The Chief may modify the method and frequency of the rotation when necessary to schedule training.

The Chief shall determine the staffing levels for each shift necessary for the "eight-hour per day" schedule. In addition, the Chief shall maintain the right to alter staffing levels, and assignments, from time to time, as he deems appropriate and necessary to insure the efficient operation of the department.

### **Section 4.**

The parties recognize that, as the result of the normal scheduling, the Detective Sergeant voluntarily and with the Chief's permission may work thirty-two hours (32) in one week and forty-eight (48) hours the following week. Any such disparity in the number of hours worked in any one week, as a result of normal scheduling shall not result in the payment of overtime. Any such hours worked over the normal schedule shall be compensated as overtime in accordance with Article X.

### **Section 5.**

The Chief, at his discretion, may assign a Sergeant to a "forty-hour workweek" – Five eight-hour shifts followed by two consecutive days off or four 10-hour shifts. Accordingly, a Sergeant shall not be required to work more than eight hours or 10 hours in a day. (A day is based on the 8 or 10 hour schedule). The parties recognize that a Sergeant may require flexible scheduling as a result of their particular assignment. The parties agree that a Sergeant may at his/her option and with the consent of the Chief, adjust his/her shift schedule by returning to duty without having sixteen hours off between shifts. A Sergeant may, at his/her discretion, and with the consent of the Chief, work in excess of eight (8) or ten (10) consecutive hours and not receive overtime. The hours worked in excess of eight hours during a scheduled eight-hour day must be taken off within the calendar year. However, if a Sergeant is required to work more than eight consecutive hours on any scheduled eight-hour duty tour or ten consecutive hours on any scheduled ten-hour duty tour, he/she shall be compensated with overtime in accordance with

Article X. For purposes of this Agreement, a day shall be defined as a 24-hour period starting with the first hour of the duty tour worked.

**Section 6.**

Sergeants may swap duty time, hour-for-hour with one another with the permission of the Chief of Police or his designee.

**Section 7.**

No sergeant shall be required to return to duty with less than eight consecutive hours off.

**Section 8.**

Sergeants shall be notified in advance, verbally or in writing of any change in shift assignment or schedule.

**ARTICLE XIV COURT ATTENDANCE/JURY DUTY**

**Section 1. Court Attendance.**

The Township in accordance with the following schedule shall compensate sergeants not otherwise performing police duties who are required to attend a criminal court proceeding:

1. When such attendance or appearance occurs during a Sergeant's assigned duty hours, there shall be no loss of, or additional compensation.
2. When such attendance or appearance occurs outside a Sergeant's duty hours, he/she shall be compensated for a minimum of three (3) hours at the regular overtime rate. The Chief of Police or his designee shall determine dismissal time or further assignment.
3. When such court appearance time is in excess of the Sergeant's 8 hour, 10 hour or 12 hour scheduled tour, he/she shall receive compensation in accordance with Article X of this Agreement.

**Section 2. Jury Duty.**

Sergeants shall be relieved from duty with pay for court-mandated jury duty. Upon completion of jury duty, the Sergeant shall provide the Chief with a statement of the duration of the jury duty signed by the court clerk.

**Section 1.**

For the term of this Agreement an sergeant shall be entitled to vacation as follows:

1. During the first calendar year of employment by the Township, eight (8) hours of vacation for each month worked during that calendar year not to exceed forty (40) hours.
2. More than one year of service:

Continuous service completed:	Hours of vacation:
1 to 5 years	80
6 to 11 years	120
12 to 20 years	160

Each sergeant who has served in the employment of the Township for more than twenty (20) years, shall be granted twelve (12) hours of additional vacation time for each year over twenty (20) years. The total vacation hours are not to exceed 200 hours per year.

The amount of vacation depends upon the amount of continuous service that the Sergeant will attain before the calendar year ends.

- A. Sergeants shall receive pay for vacation on the basis of regular salary for the period involved.
- B. Except as provided in paragraph E, vacation benefits shall not accrue or be accumulated beyond the year of entitlement and shall lapse if not taken during the year of entitlement unless some other agreement is approved by the Chief of Police.
- C. Vacation hours shall accrue during terminal leave in anticipation of ordinary service retirement under the Police and Firemen's Retirement System.
- D. All vacation hours shall be selected by February 1<sup>st</sup> of each calendar year to reserve seniority priority. Seniority is defined as the date of hire as a police officer. Vacations shall be granted based on seniority in the section of the department the sergeant is assigned to. For example, the sergeant with the most seniority in the particular Patrol Section rotation he/she is assigned would be granted vacation. Sergeants who are serving in other sections of the department shall not be effected by Patrol Section vacation. Any vacation hours selected after February 1<sup>st</sup> can only be used when coverage is available and approved by a Division Commander. If the Chief of Police unreasonably denies the vacation hours, the Sergeant shall have until March 1<sup>st</sup>, of the following year to use his remaining hours. If the vacation hours are not used by March

1<sup>st</sup>, of the following year, then they shall lapse. Vacation time shall not be unreasonably denied. When a sergeant takes a 5 day (at 8 hours per day) block, or 4 day (at 10 hours per day) block or 3 day (at 12 hours per day) block, of vacation leave, "vacation" shall be understood to mean "from the start of the days off including the days for duty taken off and the following days off". Vacation time for all Sergeants must be utilized in full eight (8), ten (10) or twelve (12) hour increments; whichever is appropriate.

- E. The vacation days of any Sergeant who leaves with less than five years of continuous service or has not reached the top of the salary guide, which ever is later shall be prorated.
- F. There may be a maximum of one Patrol Section sergeant off duty for vacation on each respective side of the Patrol Section rotation at any given time. The Chief of Police may grant additional sergeants vacation time off if approved.
- G. Vacation hours may not be used on holidays unless the sergeant obtains coverage for the day (s).

## **ARTICLE XVI**                      **HOLIDAY LEAVE**

### **Section 1.**

All Sergeants shall be entitled to ninety-six (96) hours of holiday time per year. Beginning on January 1, 2000, all Sergeants shall be entitled to one hundred and eight (108) hours of holiday time per year.

### **Section 2.**

Sergeants will be paid for all unused holiday hours. Those who elect to receive payment must do so in writing to the Chief by November 1<sup>st</sup>. The submission shall include the amount of holiday hours for which he/she desires compensation. Payment shall be received with the first regular pay of December in that calendar year.

### **Section 3.**

Because of the limited number of Sergeants available for patrol duties, holiday time for patrol sergeants may only be utilized once he/she has followed the overtime rotation roster and secured voluntary substitute coverage. The voluntary substitute Sergeant shall then receive any appropriate overtime or time and one-half compensatory time. In the event that the substitute Sergeant is sick or disabled on the scheduled shift, another sergeant shall be ordered in for duty,



utilizing the overtime rotation roster. In the event that no coverage can be obtained, the initial Sergeant shall be ordered back for the shift that is in need of coverage at his regular rate of pay.

#### **Section 4.**

Sergeants, whose employment terminates, for any reason, during the course of the calendar year, shall be entitled to eight (8) holiday hours for those regular Township holidays that occurred prior to the date of termination. Holiday hours shall not accrue and Sergeants shall not be entitled to any additional holiday hour during any period of terminal leave. For purposes of this section, regular Township holidays shall include the following:

New Year's Day	Washington's Birthday	Good Friday
Memorial Day	Independence Day	Labor Day
Columbus Day	Election Day	Veteran's Day
Thanksgiving Day	Day after Thanksgiving Day	Christmas Day

Effective January 1, 2000, in recognition for their additional supervisory responsibilities and rank, sergeants shall receive one (1) additional holiday for Martin Luther King day. This day shall be treated in accordance with this Article in all respects, except that the sergeant may request to have time off on another date provided the sergeant receives the approval from the Chief Of Police. Granting of such time shall be subject to the absolute discretion of the Chief Of Police or his designee.

### **ARTICLE XVII                      PERSONAL LEAVE**

#### **Section 1.**

Each Sergeant who has notified the Chief shall be entitled to remain absent from normally scheduled police duties for a total of twenty four (24) hours of his/her own selection, with pay, at the discretion of the Chief. Such discretion shall not be unreasonably exercised. Denial shall be in writing. Leave denied when other unit sergeants are available for call-in will be considered unreasonable.

#### **Section 2.**

Personal hours may not be used on holidays without the permission of the Chief.

#### **Section 3.**

Unless otherwise approved by the Chief, personal hours must be utilized in a minimum of four-hour blocks and up to a full twelve-hour shift.

#### **Section 4.**

The personal days of any Sergeant who leaves with less than 5 years continuous service or who has not reached the top step on the salary guide, whichever is later, shall be prorated.

### **ARTICLE XVIII                      SICK LEAVE**

#### **Section 1.        Definitions**

For purposes of this Article, the following definitions shall control:

**Sick Leave** - Periods of time when a Sergeant is unable to work because of sickness, illness injury other physical ailment.

**Retirement** - Termination of employment by an officer who has more than ten (10) years service with the Long Hill Township Police Department. The Sergeant's vested rights in the Police and Firemen's Retirement System or any other pension system shall be irrelevant in the context of this Article.

#### **Section 2.**

All Sergeants shall receive ninety-six (96) paid sick leave hours per year.

Each Sergeant's right to accrue sick leave benefits shall be governed by the following provisions:

1. Any Sergeant hired on or after January 1, 1987 may accumulate any unlimited amount of sick time as that term is defined herein above. Any accumulated sick leave not used by the officer during his period of employment shall lapse at the time of the Sergeant's retirement or separation from the department. Sergeants subject to this Section shall not be entitled to apply their accumulated sick leave toward early retirement nor shall they be paid in one lump sum at the time of retirement or separation.

2. Any Sergeant hired by the Long Hill Township Police Department on or before December 31, 1986 who had less than two hundred forty (240) hours of sick leave accumulated as of December 31, 1986 shall be permitted to accumulate up to two hundred forty (240) hours of sick leave. This leave time will be credited to the Sergeant's personnel record. At the time of their retirement or separation, the Sergeant covered by this Section may accrue an unlimited amount of sick leave over and above the initial two hundred and forty (240) hours. For all hours in excess of two hundred forty (240), Sergeants subject to this Section shall, at the time of the retirement, be paid for fifty (50) percent of the total accumulated sick leave up to a maximum of nine hundred sixty (960) hours at the Sergeant's hourly rate of pay then in effect.

3. Those Sergeants hired by the Long Hill Township Police Department on or before December 31, 1986 who accrued more than two hundred forty (240) hours of sick leave as of December 31, 1986 will have that number of hours frozen as of that date. That number will then be recorded in the Sergeant's personnel record and at the time of his retirement he/she will have the option of either applying that sick leave toward early retirement or receiving a lump sum payment at his regular salary rate then in effect.

Sergeants covered by this Section may accrue an unlimited amount of sick leave over and above the amount frozen as of December 31, 1986. For all days in excess of the number frozen, Sergeants subject to this Section shall, at the time of retirement, be paid for 50% of the total accumulate sick leave up to a maximum of nine hundred sixty (960) hours at the officer's hourly rate of pay then in effect.

## **ARTICLE XIX**                      **BEREAVEMENT LEAVE**

### **Section 1**

When the decedent is one of the following;

Spouse, Parent, Child , Brother, Sister or Mother in-law , Father in-law , Sister in-law, Brother in-law, The Sergeant shall be granted time off without loss of pay for all regularly scheduled hours of work occurring between the day of the death and day after the funeral (both days inclusive) up to a maximum of five (5) days, including regular days off.

### **Section 2**

When the decedent is one of the following;

1<sup>st</sup> Aunt, Uncle or Grand parent. The Sergeant shall be granted time off without loss of pay for all regularly scheduled hours of work occurring between the day of the death and day after the funeral (both days inclusive) up to a maximum of three (3) days, including regular days off.

### **Section 3**

When the decedent is a 1<sup>st</sup> cousin the Sergeant shall be granted time off from duty without loss of pay for one day for the day of the death, day of the funeral or day after the funeral.

## **ARTICLE XX**                      **UNIFORMS**

### **Section 1.**

The Township will replace all uniform items at the discretion of the Chief of Police.

## **Section 2.**

At the discretion of the Chief of Police, the Township will make payment for extraordinary repairs and/or cleaning resulting from abnormal or unusual damage sustained while performing police duties.

## **Section 3.**

After adoption of the Township budget, every officer serving as a Detective Sergeant prior to July 1<sup>st</sup>, shall receive a lump sum payment of \$700.00 as a civilian clothes allowance. A Detective Sergeant assigned to the Detective Bureau after July 1st, shall receive the allowance on a prorated basis per month assigned.

# **ARTICLE XXI**                      **HEALTH PLANS**

## **Section 1.      HOSPITALIZATION**

The Township shall maintain all present hospital and medical insurance programs in effect at the current benefits level provided through the New Jersey State Health Benefits Program. The Township has the right to substitute insurance carriers provided that they shall maintain equal or better coverage. No coverage shall be changed without prior consultation with the FOP.

# **ARTICLE XXII**                      **OCCUPATIONAL INSURANCE**

The Township shall obtain standard insurance for false arrest, malicious prosecution and liability for acts and omissions within the scope of police employment in amounts and from insurance companies considered appropriate by the Township Committee. The Township will provide the FOP with one (1) copy of each policy required by this Article upon request by the F.O.P.

## **ARTICLE XXIII**

## **REIMBURSEMENT FOR EXPENSES**

Each Sergeant shall be reimbursement or afforded expense funds for all extraordinary expenditures not otherwise compensable by the Township, incurred by the employee for job-related functions provided a receipt accompanies a request for reimbursement. A function shall be job related if it occurs during or results from the performance of police duties and is not otherwise compensated. Meals during the Sergeant's regular shift in the Township are not compensable.

The following schedule controls where applicable:

<b><u>Item</u></b>	<b><u>Compensation</u></b>
Use of personal automobile	\$.25 per mile used
	Parking and tolls
Breakfast	\$8.00
Lunch	\$11.00
Dinner	\$15.00

## **ARTICLE XXIV TUITION REIMBURSEMENT & EDUCATION INCENTIVE**

### **Section 1. Tuition Reimbursement**

The Township shall compensate each Sergeant who, during the course of his employment with the Long Hill Township Police Department, is enrolled and matriculated in a college program, the successful completion of which results in an associate or bachelor degree in police science, criminal justice or police related field. The Township shall reimburse each Sergeant engaged in such college program for the cost of required books and tuition charges not paid or eligible under other educational aid programs, upon receipt of a certificate that the Sergeant has attained a grade of "C" or better. All required books purchased pursuant to this Article shall become the property of the person successfully completing said course of study. College credits shall be limited to a maximum per credit at the undergraduate credit rate for Rutgers University.

### **Section 2. Education Incentive**

Any Sergeant who has earned his associate degree in police science, criminal justice or other police related field shall receive an annual payment of \$500.00 in addition to his annual salary, payable in his regular paycheck. Any officer who has earned his bachelor's degree in police science, criminal justice or other police related fields shall receive an annual payment of \$750.00 in addition to his annual salary.

### **Section 3. Distance College Credit Fee**

Effective January 1, 1999 the Township agrees to pay a one-time distance college enrollment payment reimbursement at the rate established for the Thomas Edison State College for an associate or bachelor degree in police science, criminal justice or police related field. An sergeant shall be eligible to receive this enrollment payment reimbursement no more than two (2) years in his / her career. In the event of hardship however, an sergeant may request payment for a third year which shall be at the discretion of the Chief Of Police to approve or deny. Any disapproval shall not be grievable.

In addition to the above enrollment reimbursement the township agrees to reimburse the sergeant for the per credit transfer charge at the rates established by Thomas Edison State College. All other fees and charges shall be the responsibility of the employee and shall not be reimbursed by the township.

## **ARTICLE XXV OFF DUTY EMPLOYMENT**

### **Section 1.**

Sergeants shall be paid at their overtime rate for work scheduled during their off duty hours for third parties, including but not limited to construction traffic duty, when such work is provided through the police department and when the Sergeant is paid by such third party. There shall be a minimum compensation of four (4) hours for all such details. Should the State Of New Jersey establish an hourly cap at a rate less than the following, the Township shall not be liable for the difference.

### **Section 2.**

A Sergeant shall be entitled to engage in and obtain other lawful work while off duty under the following conditions:

1. Outside employment, which requires the carrying of a firearm as a condition of employment, is prohibited.
2. In no event shall a Sergeant wear the Long Hill Township Police uniform or carry his department firearm or other department issued equipment during the course of such outside employment.
3. It is understood that the Sergeant will consider employment with the Township as primary. Any off-duty employment or activity shall not interfere with the Sergeant's efficient performance of his/her responsibilities for the Township and shall not constitute any real or perceived conflict of interest as a Long Hill Township Police Sergeant.

4. If a Sergeant's off-duty employment impairs his/her performance of police duty, or presents a conflict of interest, the Chief shall direct that such off-duty employment be discontinued. Failure to heed such a directive may result in disciplinary action being taken against the Sergeant in accordance with this Agreement.
5. Information concerning off-duty employment shall be filed with the Chief of Police. The information provided to the Chief shall be submitted on forms approved by the Chief and include the officer's name and address, and the outside employer's name, address and phone number for the purpose of emergency contact.

#### **ARTICLE XXVI**                      **NON-POLICE DUTIES**

No Sergeant shall be required to perform any duty, which would clearly not fall within the generally accepted job description for police Sergeants.

#### **ARTICLE XXVII**                      **SEVERABILITY**

In the event that any provision of this Agreement between the parties shall be held by operation of law or by court or administrative agency of competent jurisdiction to be invalid or unenforceable, the remainder of the provision of such Agreement shall not be affected thereby but shall be continued in full force and effect. It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses.

#### **ARTICLE XXVIII**                      **EMBODIMENT OF AGREEMENT**

This document constitutes the sole and complete agreement between the parties and embodies all the terms and conditions governing the employment of the Sergeants in the bargaining unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is or may be subject to collective bargaining. Any prior commitment or agreement between the township and the F. O. P. or any individual employee covered by this agreement is hereby superseded.

#### **ARTICLE XXIX**                      **TERM OF EMPLOYMENT**

The township agrees that the employment of Sergeants covered by this agreement shall be considered indeterminate and continuous.

Section 1

This contract shall cover the period nunc pro tunc from January 1, 2004 through December 31, 2006 and shall continue to bind the parties during any period beyond December 31, 2006, until such time as a successor agreement is achieved by the parties hereto.

Section 2

Negotiations for the renewal of this contract, or for the execution of a new contract, shall begin no later than August 1, 2006.

**IN WITNESS WHEREOF**, the parties hereto have set their hand and seals or caused these presents to be signed by their corporate officers and the corporate seal to be affixed on the day and year first above written.

F.O.P. LODGE 159

Attest:



Date 6-23-03

Steven Kesselmeyer, President

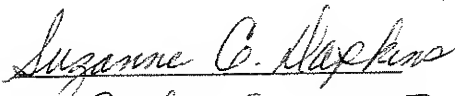


Date 6-23-03

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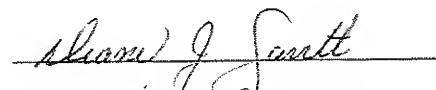
TOWNSHIP OF LONG HILL

Attest:



Date July 9, 2003

Suzanne Dapkins, Mayor



Date July 9, 2003

Diane J. Gavitt, RMC